	AWA	RD/CONTRACT			ct Is A Rated Order S (15 CFR 700)			Rating DOA5	ng DOA5 Page 1 C		
2. Con	tract (Proc. I	nst. Ident) No.		ective Dat							
DAAE2	0-03-C-0053	3		2	003JAN30			SEE SCHEI	DULE		
5. Issue	ed By		Code	W52H09	6. Admi	nistered By	(If Other	Than Item 5)	Cod	le S0512A	
TACOM	-ROCK ISLAN	TD .	L		DCMA V	AN NUYS					
	-LC-CAC-C				6230 7	/AN NUYS BI	LVD				
	E BUZZELL (ISLAND IL	(309)782-4650			VAN NU	JYS CA 91	1401-271	13			
ROCK	IDDAND ID	01299 7030									
e-mail	address: BU	JZZELLV@RIA.ARMY.MIL				SCD	A P	AS NONE AD	PP PT HQ033	9	
		ss Of Contractor (No. Street, C	ity, County,	State, And	d Zip Code	e) 8.	Delivery			_	
	LAC GAGE TE						FOB	Origin X Other (See	Below) SEE	SCHEDULE	
	W RYE CANY					9.		t For Prompt Payment			
	ICIA CA 91					Ne	et 30 Da	ys			
						10	Submit	Invoices		tem	
TYPE	BUSINESS: I	arge Business Performing	in U.S.					Unless Otherwise Specified		12	
Code	0HMS1		Facility Co	ode 3L63	3	`	•	dress Shown In:	, ,	12	
11. Shi	p To/Mark F	or	Code W	25G1U	12. Paym	ent Will Be N	Made By		Cod	le HQ0339	
	ANSPORTATIO		<u> </u>			COLUMBUS CE					
		LAND FACILITY I DOOR 113 134				CO/WEST ENT K 182381	TITLEMEN	T OPERATIONS			
	UMBERLAND	PA 17070-5001				BUS OH 43	3218-238	31			
13. Au	thority For U	sing Other Than Full And Oper	1 Competitio	n:	14. Accou	nting And A	ppropria	ntion Data			
x 1	0 U.S.C. 2304	(c)(1) 41 U.S.C	. 253(c)()	ACRN:	AA 97 X4	4930AC90	6D 26FB S	11116 W52H0	9	
15A	. Item No.	15B. Schedule Of Supp	olies/Service	s	15C. Qu	antity	15D. Uni	t 15E. Unit Price	15F. A	mount	
SEE S	CHEDULE	CONTRACT TYPE:				D OF CONTR		and market and a contract			
		Firm-Fixed-Price			S	upply Cont	racts a	nd Priced Orders			
						15G. To	otal Amo	unt Of Contract	\$1,357,27	73 35	
				16. Ta	able Of Co	ntents			7=//		
(X)	Section	Description		Page(s)	(X)	Section		Description		Page(s)	
**		Part I - The Schedule		1	77	Part II - C				1.7	
X	A	Solicitation/Contract Form	10 1	1	Х	I		act Clauses	NO. 444 T	17	
Х	В	Supplies or Services and Price		6				ocuments, Exhibits, And O	ther Attachn		
Х	C D	Description/Specs./Work State	ement	9	X	J Dowt IV I		Attachments		25	
X	E	Packaging and Marking Inspection and Acceptance		11		K		tations And Instructions sentations, Certifications, a	and		
X	F	Deliveries or Performance		12		13	_	Statements of Offerors	iiiu		
X	G	Contract Administration Data	<u> </u>	14		L	1	, Conds., and Notices to Of	fferors		
X	Н	Special Contract Requiremen		15		M	+	ation Factors for Award			
				1	Complete It	tem 17 Or 18	1				
17. X	Contractor'	's Negotiated Agreement (Con						ot required to sign this do	cument.) You	ır offer on	
		document and return 2 signe				on Number _			ling the additi		
_		tractor agrees to furnish and de			_			lditions or changes are set			
-		ervices set forth or otherwise id			hereby accepted as to the items listed above and on any continuation sheets. This						
and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be						award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No					
subject to and governed by the following documents: (a) this								is necessary.			
award/contract, (b) the solicitation, if any, and (c) such provisions,											
_		tifications, and specifications, a		ed							
herein.		reference herein. (Attachments	are listeu								
		e Of Signer (Type Or Print)				e Of Contra		ficer			
		· - /			ROXA	NNE SPURGE	TIS				
10D 31	ome of C	aataw	10c Det 6	Non-J				IL (309)782-4886	20C D. (Ciana J	
19B. N	ame of Contr	actor	19c. Date S	oignea	ZUB. Unit	ed States Of	America	I	20C. Date	signed	
By					By	/8	SIGNED/		2003JAN3	30	
(Si		erson authorized to sign)			(Sign	nature of Co	ntracting				
NSN 7	540-01-152-80)69		-	25-106			Standard Form 26 (Rev. 4-85)		

Reference No. of Document Being Continued

PIIN/SIIN DAAE20-03-C-0053

MOD/AMD

Page 2 of 25

Name of Offeror or Contractor: CADILLAC GAGE TEXTRON

SECTION A - SUPPLEMENTAL INFORMATION

Regulatory Cite ______ Title _____ Date

A-1 HQ, DA NOTICE TO OFFERORS - USE OF CLASS I OZONE-DEPLETING SUBSTANCES

JUL/1993

- (a) In accordance with Section 326 of P.L. 102-484, the Government is prohibited from awarding any contract which includes a specification or standard that requires the use of a Class I ozone-depleting substance (ODS) identified in Section 602(a) of the Clean Air Act, 42 U.S.C. 7671a(a), or that can be met only through the use of such a substance unless such use has been approved, on an individual basis, by a senior acquisition official who determines that there is no suitable substitute available.
- (b) To comply with this statute, the Government has conducted a best efforts screening of the specifications and standards associated with this acquisition to determine whether they contain any ODS requirements. To the extent that ODS requirements were revealed by this review they are identified in Section C with the disposition determined in each case.
- (c) If offerors possess any special knowledge about any other ODSs required directly or indirectly at any level of contract performance, the U.S. Army would appreciate if such information was surfaced to the Contracting Officer for appropriate action. To preclude delay to the procurement, offerors should provide any information in accordance with FAR 52.214-6 or 52.215-14 as soon as possible after release of the solicitation and prior to the submission of offers to the extent practicable. It should be understood that there is no obligation on offerors to comply with this request and that no compensation can be provided for doing so.

(AA7020)

A-2 52.201-4501 NOTICE ABOUT TACOM-RI OMBUDSMAN

APR/2002

- a. We have an Ombudsman Office here at TACOM-RI. Its purpose is to open another channel of communication with TACOM-RI contractors.
 - b. If you think that this solicitation:
 - 1. has inappropriate requirements; or
 - 2. needs streamlining; or
 - 3. should be changed

you should first contact the buyer or the Procurement Contracting Officer (PCO).

- c. The buyer's name, phone number and address are on the cover page of this solicitation.
- d. If the buyer or PCO doesn't respond to the problem to your satisfaction, or if you want to make comments anonymously, you can contact the Ombudsman Office. The address and phone number are:

U.S. Army TACOM-RI
AMSTA-AQ-AR (OMBUDSMAN)
Rock Island IL 61299-7630
Phone: (309) 782-3224

Electronic Mail Address: ombudsman@ria.army.mil

- e. If you contact the Ombudsman, please provide him with the following information:
 - (1) TACOM-RI solicitation number;
 - (2) Name of PCO;
 - (3) Problem description;
 - (4) Summary of your discussions with the buyer/PCO.

(End of clause)

(AS7006)

Reference No. of Document Being Continued

PIIN/SIIN DAAE20-03-C-0053

MOD/AMD

Page 3 **of** 25

Name of Offeror or Contractor: CADILLAC GAGE TEXTRON

A-3 52.210-4516 TACOM-RT

COMMERCIAL EQUIVALENT ITEM(S)

JUN/1998

THE GOVERNMENT HAS A PREFERENCE TO SATISFY ITS NEEDS THROUGH THE ACQUISITION OF COMMERCIAL ITEMS. IF YOU KNOW OF ANY COMMERCIAL EQUIVALENT ITEM(S) FOR THOSE LISTED IN THIS SOLICITATION, PLEASE CONTACT THE CONTRACTING OFFICE. INFORMATION PROVIDED WILL BE CONSIDERED FOR FUTURE PROCUREMENTS.

(END OF CLAUSE)

(AS7003)

A-4 52.211-4506

INSTRUCTIONS REGARDING SUBSTITUTIONS FOR MILITARY AND FEDERAL

DEC/1997

TACOM-RI SPECIFICATIONS AND STANDARDS

- (a) Section I of this document contains DFARS clause 252.211-7005, Substitutions for Military Specifications and Standards, which allows bidders/quoters/offerors to propose Management Council approved Single Process Initiatives (SPIs) in their bids/quotes/offers, in lieu of military or Federal specifications and standards cited in this solicitation.
- (b) An offeror proposing to use an SPI process under this solicitation shall identify the following for each proposed SPI as required by DFARS 252.211-7005 contained in Section I:

SPI	MILITARY/FEDERAL	LOCATION OF	FACILITY	ACO
	SPEC/STANDARD	REQUIREMENT		

- (c) An offeror proposing to use an SPI process under this solicitation shall also provide a copy of the Department of Defense acceptance for each SPI process proposed.
- (d) In the event an offeror does not identify any SPI in paragraph (b) above, the Government shall conclude that the bidder/quoter/offeror submits its bid/quote/proposal in accordance with the requirements of this solicitation.
 - (e) The price that is provided by the offeror in the Schedule in Section B will be considered as follows:
- (1) If an SPI is identified in paragraph (b) above, the Government will presume that the price is predicated on the use of the proposed SPI.
- (2) If there is no SPI identified in paragraph (b) above, the Government will presume the price is predicated on the requirements as stated in the solicitation.
- (f) Bidders/quoters/offerors are cautioned that there is always the possibility that the Government could make a determination at the Head of the Contracting (HCA)/Program Executive Officer (PEO) level that the proposed SPI is not acceptable for this procurement. If such a determination is made, and the bid/quote/offer only identifies a price predicated on use of proposed SPI, the bid/quote/offer will be determined nonresponsive. Bidders/quoters/offerors who propose SPI processes are encouraged to provide a price below to reflect their price for the item manufactured in accordance with the requirements as stated in this solicitation to preclude possibly being determined nonresponsive:

CLIN	PR	ICE	\$
CLIN	PR:	ICE	\$
CLIN	PR:	ICE	\$
CLIN	PR	ICE	\$

(End of clause)

Reference No. of Document Being Continued

PIIN/SIIN DAAE20-03-C-0053

MOD/AMD

Page 4 of 25

Name of Offeror or Contractor: CADILLAC GAGE TEXTRON

A-5 TACOM-RI NOTICE TO OFFERORS - ELECTRONIC BID/OFFER RESPONSE REQUIRED

FEB/2002

- 1. In accordance with Management Reform Memorandum (MRM) #2 from the Department of Defense (DoD), all Services are required to eliminate paper from their acquisition process by January 1, 2000 (see information at http://www.acq.osd.mil/pcipt/).
- 2. In response to this mandate, TACOM-RI has established the capability to receive bids, proposals, and quotes electronically. A hotlink from the TACOM-RI Solicitation Page has been activated to fully automate the response process (see http://aais.ria.army.mil/aais/SOLINFO/index.htm).
- 3. IMPORTANT: Bids/proposals/quotes in response to this solicitation are REQUIRED to be submitted in electronic format. Hard copy bids/offers/quotes WILL NOT BE ACCEPTED.
 - 4. Your attention is drawn to the following clauses in Section L of this solicitation for instructions and additional information:

LS7011, Electronic Bids/Offers - TACOM-RI (TACOM-RI 52.215-4510)

LS7013, Electronic Award Notice - TACOM-RI (TACOM-RI 52.215-4511)

(End of clause)

(AS7004)

A-6 52.233-4503 TACOM-RT

AMC-LEVEL PROTEST PROGRAM

JUN/1998

(OCTOBER 1996)

If you have complaints about this procurement, it is preferable that you first attempt to resolve those concerns with the responsible contracting officer. However, you can also protest to Headquarters, AMC. The HQ, AMC-Level Protest Program is intended to encourage interested parties to seek resolution of their concerns within AMC as an Alternative Dispute Resolution forum, rather than filing a protest with General Accounting Office or other external forum. Contract award or performance is suspended during the protest to the same extent, and within the same time periods, as if filed at the GAO. The AMC protest decision goal is to resolve protests within 20 working days from filing. To be timely, protests must be filed within the periods specified in FAR 33.103. Send protests (other than protests to the contracting officer) to:

HQ Army Materiel Command Office of Command Counsel ATTN: AMCCC-PL 5001 Eisenhower Avenue Alexandria, VA 22333-0001

Facsimile number (703) 617-4999/5680 Voice Number (703) 617-8176

The AMC-level protest procedures are found at:

http://www.amc.army.mil/amc/cc/protest.html

If Internet access is not available contact the contracting officer or HQ, AMC to obtain the AMC-Level Protest Procedures.

(END OF CLAUSE)

(AS7010)

52.243-4510 DIRECT VENDOR DELIVERY TACOM-RI

JAN/1999

Reference No. of Document Being Continued

PIIN/SIIN DAAE20-03-C-0053

MOD/AMD

Page 5 **of** 25

Name of Offeror or Contractor: CADILLAC GAGE TEXTRON

In accordance with the Changes destination in the Schedule, to commercial packaging. The contr	satisfy urgent or backorder	situations. In such insta	ances the contractor may	be directed to use best
delivery date as specified in t code for this effort below:		-		-

(AS7012)

A-8 52.246-4538 CONTRACTOR PERFORMANCE CERTIFICATION PROGRAM (CP) 2

JUN/1998

THE U.S. ARMY TANK-AUTOMOTIVE AND ARMAMENTS COMMAND (TACOM) ROCK ISLAND (RI) ACTIVELY PARTICIPATES IN THE CONTRACTOR PERFORMANCE CERTIFICATION PROGRAM (CP)2.

(End of clause)

THE (CP)2 CERTIFICATION PROCESS IDENTIFIES CONTRACTORS COMMITTED TO TOTAL QUALITY, CUSTOMER SATISFACTION, AND CONTINUOUS IMPROVEMENT OF THEIR DESIGN/DEVELOPMENT AND PRODUCTION PROCESSES. ANY CONTRACTORS WHO HAVE HAD OR ANTICIPATE HAVING CONTRACTS WITH ANY AMC MAJOR SUBORDINATE COMMAND MAY VOLUNTARILY PARTICIPATE.

ADDITIONAL INFORMATION CAN BE OBTAINED BY CONTACTING THE CONTRACT SPECIALIST, OR THE (CP)2 PARTNERSHIP TEAM AT (309) 782-6591.

(END OF CLAUSE)

(AS7502)

FOB ORIGIN CLAUSES APPLY TO OPTION QUANTITY.

TACOM-RI

*** END OF NARRATIVE A 001 ***

THE PURPOSE OF THIS AMENDMENT IS TO INCREASE THE QUANTITY FROM 41 EACH BY 60 EACH TO 101 EACH.

REQUEST A RESPONSE TO THIS AMENDMENT BY 13 SEP 2002.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

*** END OF NARRATIVE A 002 ***

THESE ITEMS WILL BE PACKAGED AT AND SHIPPED FROM:

JAMAR PACKAGING 24810 AVE TIBBETTS SANTA CLARITA, CA 91355

THIS CONTRACT CONTAINS A 100 PERCENT OPTION AT A UNIT PRICE OF \$13,438.35.

THE APPROVED SUBCONTRACTING PLAN IS AT ATTACHMENT 002.

F.O.B. DESTINATION FAR 52.247-34 AND F.O.B. DESTINATION - EVIDENCE OF SHIPMENT FAR 52.247-48 ARE DELETED.

*** END OF NARRATIVE A 003 ***

Reference No. of Document Being Continued PIIN/SIIN DAAE20-03-C-0053

MOD/AMD

Page 6 **of** 25

Name of Offeror or Contractor: CADILLAC GAGE TEXTRON

ITEM NO		SUPPLIES/SERV	ICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SECTION B - SU	PPLIES OR SERVIC	ES AND PRICES/COSTS				
0001	Supplies or S	ervices and Pric	<u>es/Costs</u>				
	NSN: 5999-01-	190-6175					
	FSCM: 19200 PART NR: 1232	1130					
	SECURITY CLAS	S: Unclassified					
0001AA	PRODUCTION QU	ANTITY		101	EA	\$ 13,438.35000	\$1,357,273.35
	Section D of	8M1 PRON AMD: 1	on for				
		(End of narra	tive D001)				
	Inspection an INSPECTION: 0	rigin ACCEPT	ANCE: Origin				
	Deliveries or	Performance SUPPL					
		<u>STRIP</u> <u>ADDR</u> 295H737 W25G1U	SIG CD MARK FOR TP CI	2			
	DEL REL CD	QUANTITY	DEL DATE				
	001	10	02-SEP-2003				
	002	10	02-OCT-2003				
	003	10	03-NOV-2003				
	004	10	02-DEC-2003				
	005	10	05-JAN-2004				
	006	10	02-FEB-2004				
	007	10	02-MAR-2004				
	008	10	02-APR-2004				
	009	10	03-MAY-2004				
	010	11	02-JUN-2004				
	FOB POINT: Or	igin					
	(W25G1U) XU DD BU	EL POST ADDRESS TRANSPORTATION SP NEW CUMBERLAN ILDING MISSION D W CUMBERLAND	D FACILITY OOR 113 134				
0002	Supplies or S	ervices and Pric	<u>es/Costs</u>				

Reference No. of Document Being Continued PIIN/SIIN DAAE20-03-C-0053 MOD/AMD

Page 7 of 25

Name of Offeror or Contractor: CADILLAC GAGE TEXTRON

SECURITY CLASS: Uncleasified DATA_RIBB Contractor will pregure and deliver the technical data in scoordance with the requirements juncticies and schedules set. Forth in the Contract Data Requirements little (50 Form 1423). Endibit A. A NO 250 IS NOT REQUIRED. (Fod of narrative ROO1) Contractor will pregure and deliver the technical data in accordance with the requirements, guaranticies and schedules set. Forth in the Contract Data Report of th	ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
Contractor will prepare and deliver the technical data in accordance with the requirements, quantities and schedules set forth in the Contract Data Requirements Lists (DD Form 1423), Exhibit A. A DD 250 IS NOT REQUIRED. (End of narrative B001) Contractor will prepare and deliver the technical data in accordance with the requirements, quantities and schedules set forth in the Contract Data Requirements Lists (DD Form 1423), Exhibit A. A DD 250 IS NOT REQUIRED. (End of narrative B002) NOUN: DD FORM 1423 Inspection and Acceptance		SECURITY CLASS: Unclassified				
Contractor will prepare and deliver the technical data in accordance with the requirements, quantities and schedules set forth in the Contract Data Requirements Lists (DD Form 1423), Exhibit A. A DD 250 IS NOT REQUIRED. (End of narrative B001) Contractor will prepare and deliver the technical data in accordance with the requirements, quantities and schedules set forth in the Contract Data Requirements Lists (DD Form 1423), Exhibit A. A DD 250 IS NOT REQUIRED. (End of narrative B002) NOUN: DD FORM 1423 Inspection and Acceptance		DATA ITEM			¢ ** NCD **	¢ ** NCD **
technical data in accordance with the requirements, quantities and schedules set forth in the Contract Data Requirements Lists (DD Form 1423), Exhibit A. A DD 250 IS NOT REQUIRED. (End of narrative B001) Contractor will prepare and deliver the technical data in accordance with the requirements, quantities and schedules set forth in the Contract Data Requirements Lists (DD Form 1423), Exhibit A. A DD 250 IS NOT REQUIRED. (End of narrative B002) NOUN: DD FORM 1423 Inspection and Acceptance					Ş NSP **	\$
requirements, quantities and schedules set forth in the Contract Data Requirements Lists (DD Form 1423), Exhibit A. A DD 250 IS NOT REQUIRED. (End of narrative B001) Contractor will prepare and deliver the technical data in accordance with the requirements, quantities and schedules set forth in the Contract Data Requirements Lists (DD Form 1423), Exhibit A. A DD 250 IS NOT REQUIRED. (End of narrative B002) NOUN: DD FORM 1423 Inspection and Acceptance						
set forth in the Contract Data Requirements Lists (DD Form 1423), Exhibit A. A DD 250 IS NOT REQUIRED. (End of narrative B001) Contractor will prepare and deliver the technical data in accordance with the requirements, quantities and schedules set forth in the Contract Data Requirements Lists (DD Form 1423), Exhibit A. A DD 250 IS NOT REQUIRED. (End of narrative B002) NOUN: DD FORM 1423 Inspection and Acceptance						
Requirements Lists (DD Form 1423), Exhibit A. A DD 250 IS NOT REQUIRED. (End of narrative B001) Contractor will prepare and deliver the technical data in accordance with the requirements, quantities and schedules set forth in the Contract Data Requirements Lists (DD Form 1423), Exhibit A. A DD 250 IS NOT REQUIRED. (End of narrative B002) NOUN: DD FORM 1423 Inspection and Acceptance						
Exhibit A. A DD 250 IS NOT REQUIRED. (End of narrative B001) Contractor will prepare and deliver the technical data in accordance with the requirements, quantities and schedules set forth in the Contract Data Requirements Lists (DD Form 1423), Exhibit A. A DD 250 IS NOT REQUIRED. (End of narrative B002) NOUN: DD FORM 1423 Inspection and Acceptance						
(End of narrative B001) Contractor will prepare and deliver the technical data in accordance with the requirements, quantities and schedules set forth in the Contract Data Requirements Lists (DD Form 1423), Exhibit A. A DD 250 IS NOT REQUIRED. (End of narrative B002) NOUN: DD FORM 1423 Inspection and Acceptance						
Contractor will prepare and deliver the technical data in accordance with the requirements, quantities and schedules set forth in the Contract Data Requirements Lists (DD Form 1423), Exhibit A. A DD 250 IS NOT REQUIRED. (End of narrative B002) NOUN: DD FORM 1423 Inspection and Acceptance		A DD 250 IS NOT REQUIRED.				
Contractor will prepare and deliver the technical data in accordance with the requirements, quantities and schedules set forth in the Contract Data Requirements Lists (DD Form 1423), Exhibit A. A DD 250 IS NOT REQUIRED. (End of narrative B002) NOUN: DD FORM 1423 Inspection and Acceptance						
technical data in accordance with the requirements, quantities and schedules set forth in the Contract Data Requirements Lists (DD Form 1423), Exhibit A. A DD 250 IS NOT REQUIRED. (End of narrative B002) NOUN: DD FORM 1423 Inspection and Acceptance		(End of narrative B001)				
requirements, quantities and schedules set forth in the Contract Data Requirements Lists (DD Form 1423), Exhibit A. A DD 250 IS NOT REQUIRED. (End of narrative B002) NOUN: DD FORM 1423 Inspection and Acceptance						
set forth in the Contract Data Requirements Lists (DD Form 1423), Exhibit A. A DD 250 IS NOT REQUIRED. (End of narrative B002) NOUN: DD FORM 1423 Inspection and Acceptance						
Requirements Lists (DD Form 1423), Exhibit A. A DD 250 IS NOT REQUIRED. (End of narrative B002) NOUN: DD FORM 1423 Inspection and Acceptance						
Exhibit A. A DD 250 IS NOT REQUIRED. (End of narrative B002) NOUN: DD FORM 1423 Inspection and Acceptance						
(End of narrative B002) NOUN: DD FORM 1423 Inspection and Acceptance						
NOUN: DD FORM 1423 Inspection and Acceptance		A DD 250 IS NOT REQUIRED.				
NOUN: DD FORM 1423 Inspection and Acceptance						
Inspection and Acceptance		(End of narrative B002)				
		NOUN: DD FORM 1423				
INSPECTION: Destination ACCEPTANCE: Destination		Inspection and Acceptance				
		INSPECTION: Destination ACCEPTANCE: Destination				

Reference No. of Document Being Continued
Page 8 of 25

PIIN/SIIN DAAE20-03-C-0053 MOD/AMD

Name of Offeror or Contractor: CADILLAC GAGE TEXTRON

Regulatory Cite
Title
Date

B-1 252.225-7008 SUPPLIES TO BE ACCORDED DUTY-FREE ENTRY

MAR/1998

In accordance with paragraph (b)of the Duty-Free Entry clause of this contract, in addition to duty-free entry for all qualifying country supplies (end products and components) and all eligible end products subject to applicable trade agreements (if this contract contains the Buy American Act-Trade Agreements-Balance of Payments Program clause or the Buy American Act-North American Free Trade Agreement Implementation Act-Balance of Payments Program clause), the following foreign end products that are neither qualifying country end products nor eligible end products under a trade agreement, and the following nonqualifying country components, are accorded duty-free entry:

None, unless entered by the Contracting Officer at the time of award.

(BA6701)

DFARS

Reference No. of Document Being Continued

PIIN/SIIN DAAE20-03-C-0053

MOD/AMD

Page 9 of 25

Name of Offeror or Contractor: CADILLAC GAGE TEXTRON

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

Regulatory Cite _____ Title _____ Date

C-1 52.210-4501 DRAWINGS/SPECIFICATION MAR/1988

TACOM-RI

In addition to the drawing(s) and/or specifications listed below, other documents which are part of this procurement and which apply to Preservation/Packaging/Packing and Inspection and Acceptance are contained elsewhere.

The following drawing(s) and specifications are applicable to this procurement.

Drawings and Specifications in accordance with enclosed Technical Data Package Listing - TDPL 12321130 with revisions in effect as of 29 Nov 2001 (except as follows):

12321130 delete note 5 document 01417-TA-80/8113-050 cannot be obtained.

(CS6100)

C-2 52.210-4511 STATEMENT OF WORK - OZONE DEPLETING CHEMICALS MAR/1994

(a) (1) Specifications and standards, which identify ODCs among alternative substances for use, are part of this TDP/SOW as follows:

N/A

- (2) The above specifications and standards allow the optional use of Ozone Depleting Substances (ODS) or Ozone Depleting Chemicals (ODC). Preference should be given to the Non-ODS/ODC choices in compliance with Executive Order 12843, dated April 21, 1993, ''Procurement Requirements and Policies for Federal Agencies for Ozone Depleting Substances .
- (b) Other specifications and standards containing ODS/ODC materials and included in this TDP/SOW for which a substitute is provided and must be used are as follows:

N/A

(c) Other specifications and standards included in this TDP/SOW that specify use of an ODS/ODC and have been approved for use are as follows:

N/A

(d) NOTE: Offerors are requested, although not obligated, to perform their own screening of the TDP specifications and standards or SOW and identify any additional potential ODS/ODC to the Contracting Officer.

(End of Clause)

(CS6191)

C-3 52.248-4502 CONFIGURATION MANAGEMENT DOCUMENTATION JUL/2001

The contractor may submit Engineering Change Proposals (ECPs), Value Engineering change Proposals (VECPs), (Code V shall be assigned to an engineering change that will effect a net life cycle cost), including Notice of Revisions (NORs), and Request for Deviations (RFDs), for the documents in the Technical Data Package (TDP). The contractor shall prepare these documents in accordance with the Data Item Descriptions cited in block 04 on the enclosed DD Form 1423, Contract Data Requirements List.

Contractor ECPs/VECPs shall describe and justify all proposed changes and shall included NORs completely defining the change to be made. Contractors may also submit RFD, which define a temporary departure from the Technical Data package or other baseline documentation under Government control. The contractor shall not deliver any units incorporating any change/deviation to Government documentation until notified by the Government that the change/deviation has been approved and the change/deviation has been incorporated in the contract

If the Government receives the same or substantially the same VECPs from two or more contractors, the contracts whose VECP is received first will be entitled to share with the Government in all instant, concurrent, future, and collateral savings under the terms of the VE

CONTINUATION SHEET	Reference No. of Document Bei	ng Continued	Page 10 of 25
CONTINUATION SHEET	PIIN/SIIN DAAE20-03-C-0053	MOD/AMD	

Name of Offeror or Contractor: CADILLAC GAGE TEXTRON

clause in the contract.

Duplicate VECPs, which are received subsequently, will be returned to the contractor(s) without formal evaluation, regardless of whether or not the first VECP has been approved and accepted by the Government.

(End of Clause)

(CS7110)

Reference No. of Document Being Continued

PIIN/SIIN DAAE20-03-C-0053

MOD/AMD

Page 11 of 25

Name of Offeror or Contractor: CADILLAC GAGE TEXTRON

SECTION D - PACKAGING AND MARKING

Regulatory Cite	Title	Date

D-1 52.211-4501 PACKAGING REQUIREMENTS (SPECIAL PACKAGING INSTRUCTIONS)

FEB/2000

TACOM-RI

a. Military preservation, packing, and marking shall be accomplished in accordance with the specific requirements identified below, all the applicable requirements of MIL-STD-2073-1, Revision D, Date 15 Dec 99, and the Special Packaging Instruction contained in the TDP.

Preservation: MILITARY Level of Packing: B

Quantity Per Unit Package: 001

SPI Number: P12321130, Rev. B, dated 17 Jan 01

- b. Unitization Shipments of identical items going to the same destination shall be palletized if they have a total cubic displacement of 50 cubic feet or more unless skids or other forklift handling features are included on the containers. Pallet loads must be stable, and to the greatest extent possible, provide a level top for ease of stacking. A palletized load shall not exceed 4,000 pounds and should not exceed 52 inches in length or width, or 54 inches in height. The load shall be contained in a manner that will permit safe handling during shipment and storage.
- c. Marking: In addition to any special markings called out on the SPI, all unit packages, intermediate packs, exterior shipping containers, and as applicable, unitized loads shall be marked in accordance with MIL-STD-129, Revision N, Date 15 May 97, including bar coding in accordance with ANSI/AIM-BC1, Uniform Symbology Specification Code 39.
- d. This SPI has been validated and the method of preservation/packing has proven successful in meeting the needs of the military distribution system, including indeterminate storage and shipment throughout the world. Special instructions and/or tailoring of the SPI is detailed in the Supplemental Instructions in paragraph e below. A prototype package is required to validate the sizes and fit requirements of the SPI. Minor dimensional and size changes are acceptable provided the contractor notifies the Administrative Contracting Officer 60 days prior to delivery. Any design changes or changes in the method of preservation that provide a cost savings without degrading the method of preservation or packing or affecting the serviceability of the item will be considered and responded to within 10 days of submission to the Contracting Officer and the Administrative Contracting Officer. Government reserves the right to require testing to validate alternate industrial preservation methods, materials, alternate blocking, bracing, cushioning, and packing.
 - e. SUPPLEMENTAL INSTRUCTIONS: DELETE MIL-B-117 AND REPLACE WITH MIL-DTL-117.

(End of clause)

(DS6411)

Reference No. of Document Being Continued

PIIN/SIIN DAAE20-03-C-0053

MOD/AMD

Page 12 of 25

Name of Offeror or Contractor: CADILLAC GAGE TEXTRON

SECTION E - INSPECTION AND ACCEPTANCE

This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

http://www.arnet.gov/far/

or www.acq.osd.mil/dp/dars

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

(EA7001)

	Regulatory Cite	Title	Date
E-1	52.246-2	INSPECTION OF SUPPLIES - FIXED-PRICE	AUG/1996
E-2	52.246-16	RESPONSIBILITY FOR SUPPLIES	APR/1984
E-3	52 246-11	HIGHER-LEVEL CONTRACT OHALITY REQUIREMENT	FEB/1999

The Contractor shall comply with the higher-level quality standard selected below, (If more than one standard is listed, the offeror shall indicate its selection by checking the appropriate block.)

	Title	Number	Date	Tailoring
()	QUALITY MANAGEMENT SYSTEMS - REQUIREMENTS	ISO 9001:2000	13 DEC 2000	TAILORED BY EXCLUDING PARAGRAPHS 7.2, 7.3, 7.4, 7.5.1, AND 7.5.2
()	QUALITY SYSTEMS - MODEL FOR QA	ISO 9003	18 JUL 94	UNTAILORED

(End of clause)

(EF6002)

Reference No. of Document Being Continued

PIIN/SIIN DAAE20-03-C-0053

MOD/AMD

Page 13 of 25

Name of Offeror or Contractor: CADILLAC GAGE TEXTRON

SECTION F - DELIVERIES OR PERFORMANCE

This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

http://www.arnet.gov/far/ or www.acq.osd.mil/dp/dars

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

(FA7001)

	Regulatory Cite	Title	Date
F-1	52.242-15	STOP-WORK ORDER	AUG/1989
F-2	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984
F-3	52.247-29	F.O.B. ORIGIN	JUN/1988
F-4	52.247-61	F.O.B. ORIGIN - MINIMUM SIZE OF SHIPMENTS	APR/1984
F-5	52.247-65	F.O.B. ORIGIN, PREPAID FREIGHT - SMALL PACKAGE SHIPMENTS	JAN/1991
F-6	52.211-16	VARIATION IN QUANTITY	APR/1984

- (a) A variation in the quantity of any item called for by this contract will not be accepted unless the variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified in paragraph (b) below.
 - (b) The permissible variation shall be limited to:

Zero percent (0%) increase

Zero percent (0%) decrease.

This increase or decrease shall apply to the total contract quantity.

(FF7020)

F-7 52.247-4531 COGNIZANT TRANSPORTATION OFFICER TACOM-RI

MAY/1993

- (a) The contract administration office designated at the time of contract award, or the office servicing the point of shipment if subsequently designated by the original office, will be the contact point to which the contractor will:
- (1) Submit, as necessary, DD Form 1659, Application for U.S. Government Bill(s) of Lading/Export Traffic Release, in triplicate at least ten days prior to date supplies will be available for shipment;
 - (2) Obtain shipping instructions as necessary for F.O.B. Destination delivery; and
- (3) Furnish necessary information for MILSTRIP/MILSTAMP or other shipment documentation and movement control, including air and water terminal clearances.
- (4) For FMS, at least 10 days in advance of actual shipping date the contractor should request verification of ''Ship to'' and ''Notification'' address from the appropriate DCMAO.
 - (b) The contract administration office will provide to the contractor data necessary for shipment marking and freight routing.
- (c) The contractor shall not ship directly to a Military air or water port terminal without authorization by the designated point of contact.

(End of Clause)

				vicar.	Reference No. of Document Being Continued						Page 14 of 25		
	CONTINUATION SHEET				Æ I	PIIN/SIIN DAAE20-03-C-0053			N	MOD/AMD			
Name	of Offeror or	Cont	ractor	CAD	ILLAC GAGE	TEXTRON							•
SECTION	G - CONTRAC	T ADM	INISTR	ATION	N DATA								
									JOB				
LINE	PRON/		OBLG						ORDE	ER I	ACCOUNT	ING	OBLIGATED
<u>ITEM</u>	AMS CD	ACRN	STAT	ACC	OUNTING CLAS	SSIFICATION			NUME	BER S	STATION		AMOUNT
0001AA	M122A238M1	AA	2	97	X4930AC9G	6D	26FB	S11116		1	W52H09	\$	1,357,273.35
06	0011												
										•	TOTAL	\$	1,357,273.35
SERVICE									I	ACCOUNT	ING		OBLIGATED
NAME		L BY	ACRN	ACCO	OUNTING CLA	SSIFICATION			9	STATION			AMOUNT
Army		AA		97	X4930AC9G		26FB	S11116	_	V52H09		\$_	1,357,273.35

TOTAL \$ 1,357,273.35

Reference No. of Document Being Continued

PIIN/SIIN DAAE20-03-C-0053

MOD/AMD

Page 15 of 25

Name of Offeror or Contractor: CADILLAC GAGE TEXTRON

SECTION H - SPECIAL CONTRACT REQUIREMENTS

This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

http://www.arnet.gov/far/ or www.acq.osd.mil/dp/dars

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

(HA7001)

	Regulatory Cite	Title	Date
H-1	252.247-7023 DFARS	TRANSPORTATION OF SUPPLIES BY SEA	MAY/2002
H-2	252.247-7024 DFARS	NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA	MAR/2000
H-3	52.246-4500 TACOM-RI	MATERIAL INSPECTION & RECEIVING REPORTS (DD FORM 250)	NOV/2001

- (a) Material Inspection and Receiving Report(s) (DD Form 250), are required to be prepared and furnished to the Government under the clause of this contract entitled 'Material Inspection and Receiving Report'. Distribution of reports to the Purchasing Office (in accordance with DoD FAR Supplement Appendix F) shall be accomplished electronically.
- (b) Two copies of the DD Form 250 are required to be submitted to the Purchasing Office. To satisfy this submission requirement electronically, the completed documents may be transmitted via electronic mail, or data fax. The electronic mail address for submission is buzzellv@ria.army.mil. The data fax number for submission is (309) 782-5094, ATTN: Vickie Buzzell.
- (c) Any additional copies required in accordance with Appendix F may be submitted to the addresses identified below via the U. S. Postal Service:
 - (1) The FMS/MAP copies may be submitted to: $\ensuremath{\mathrm{N/A}}$

(End of Clause)

(HS6510)

H-4 252.217-7026 DFARS IDENTIFICATION OF SOURCES OF SUPPLY

NOV/1995

- (a) The Government is required under 10 U.S.C. 2384 to obtain certain information on the actual manufacturer of sources of supplies it acquires.
 - (b) The apparently successful Offeror agrees to complete and submit the following table before award:

TABLE

	National	Commercial					
Line	Stock	Item	Source of Supply		pply	Actual	
Items	Number	(Y or N)	Company	Address	Part No.	Mfg	
(1)	(2)	(3)	(4)	(4)	(5)	(6)	

CONTINUATION SHEET Reference No. of Document Being Continued

PIIN/SIIN DAAE20-03-C-0053 MOD/AMD

Page 16 of 25

Name of Offeror or Contractor: CADILLAC GAGE TEXTRON

- (1) List each deliverable item of supply and item of technical data.
- (2) If there is no national stock number, list ''none.''
- (3) Use ''Y'' if the item is a commercial item; otherwise, use ''N''. If ''Y'' is listed, the Offeror need not complete the remaining columns in the table.
- (4) For items of supply, list all sources. For technical data, list the source.
- (5) For items of supply, list each source's part number for the item.
- (6) Use ''Y'' if the source of supply is the actual manufacturer; ''N'' if it is not; and ''U'' if unknown.

(End of clause)

NOTE:

- a. An original and one copy of the information required above, shall be provided to the Contracting Officer at the address set forth in Section G, or block 7 of the SF33 (or in block 6 of the DD Form 1155).
- b. In the event that additional sources of supply are identified and utilized after the submittal required by paragraph (b) above, the Contractor will provide the required information for each additional source of supply not later than the date of final delivery of the applicable Contract Line Item.

(End of Clause)

(HA7705)

H-5 52.247-4545 PLACE OF CONTRACT SHIPPING POINT, RAIL INFORMATION MAY/1993
TACOM-RI

(End of Clause)

The bidder/offeror is to fill in the 'Shipped From' address, if different from 'Place of Performance' indicated elsewhere in this section.

For contracts involving F.O.B. Origin	shipments furnish the following rail information:
Does Shipping Point have a private rai	lroad siding? YES NO
of YES, give name of rail carrier serv	ing it:
of NO, give name and address of neares	t rail freight station and carrier serving it:
Rail Freight Station Name and Address:	
Serving Carrier:	

(HS7600)

Shipped From:

Reference No. of Document Being Continued

PIIN/SIIN DAAE20-03-C-0053

MOD/AMD

Page 17 **of** 25

Name of Offeror or Contractor: CADILLAC GAGE TEXTRON

SECTION I - CONTRACT CLAUSES

This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

http://www.arnet.gov/far/ or www.acq.osd.mil/dp/dars

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

(IA7001)

	Regulatory Cite	Title	Date
I-1	52.202-1	DEFINITIONS	DEC/2001
I-2	52.203-3	GRATUITIES	APR/1984
I-3	52.203-5	COVENANT AGAINST CONTINGENT FEES	APR/1984
I-4	52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR	JAN/1997
		IMPROPER ACTIVITY	
I-5	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-6	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN/1997
I-7	52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	AUG/2000
I-8	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
I-9	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	SEP/1990
I-10	52.215-2	AUDIT AND RECORDS - NEGOTIATION	JUN/1999
I-11	52.215-10	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA	OCT/1997
I-12	52.215-12	SUBCONTRACTOR COST OR PRICING DATA	OCT/1997
I-13	52.215-14	INTEGRITY OF UNIT PRICES - ALTERNATE I	OCT/1997
I-14	52.215-15	PENSION ADJUSTMENTS AND ASSET REVERSIONS	DEC/1998
I-15	52.215-16	FACILITIES CAPITOL COST OF MONEY	OCT/1997
I-16	52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB)	OCT/1997
		OTHER THAN PENSIONS	
I-17	52.215-19	NOTIFICATION OF OWNERSHIP CHANGES	OCT/1997
I-18	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	OCT/2000
I-19	52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN	JAN/2002
I-20	52.219-16	LIQUIDATED DAMAGES - SUBCONTRACTING PLAN	JAN/1999
I-21	52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB/1997
I-22	52.222-19	CHILD LABOR - COOPERATION WITH AUTHORITIES AND REMEDIES	SEP/2002
I-23	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
I-24	52.222-26	EQUAL OPPORTUNITY	APR/2002
I-25	52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE	DEC/2001
		VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	
I-26	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN/1998
I-27	52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE	DEC/2001
		VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	
I-28	52.223-6	DRUG-FREE WORKPLACE	MAY/2001
I-29	52.225-8	DUTY-FREE ENTRY	FEB/2000
I-30	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUL/2000
I-31	52.226-1	UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC	JUN/2000
		ENTERPRISES	
I-32	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	AUG/1996
I-33	52.229-4	FEDERAL, STATE, AND LOCAL TAXES (NONCOMPETITIVE CONTRACT)	JAN/1991
I-34	52.229-5	TAXES - CONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO	APR/1984
I-35	52.230-2	COST ACCOUNTING STANDARDS	APR/1998
I-36	52.230-3	DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES	APR/1998
I-37	52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS	NOV/1999
I-38	52.232-1	PAYMENTS	APR/1984
I-39	52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB/2002
I-40	52.232-11	EXTRAS	APR/1984
I-41	52.232-17	INTEREST	JUN/1996
I-42	52.232-23	ASSIGNMENT OF CLAIMS - ALTERNATE I	APR/1984
I-43	52.232-25	PROMPT PAYMENT	FEB/2002
I-44	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR	MAY/1999
- /-	50.000 5	REGISTRATION	
I-45	52.233-1	DISPUTES	JUL/2002

Reference No. of Document Being Continued

PIIN/SIIN DAAE20-03-C-0053

MOD/AMD

Page 18 of 25

Name of Offeror or Contractor: CADILLAC GAGE TEXTRON

	Regulatory Cite	Title	Date
I-46	52.233-3	PROTEST AFTER AWARD	AUG/1996
I-47	52.242-10	F.O.B. ORIGIN - GOVERNMENT BILLS OF LADING OR PREPAID POSTAGE	APR/1984
I-48	52.242-13	BANKRUPTCY	JUL/1995
I-49	52.243-1	CHANGES - FIXED PRICE	AUG/1987
I-50	52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	MAY/2002
I-51	52.246-23	LIMITATION OF LIABILITY	FEB/1997
I-52	52.247-63	PREFERENCE FOR U.S FLAG AIR CARRIERS	JAN/1997
I-53	52.248-1	VALUE ENGINEERING	FEB/2000
I-54	52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	SEP/1996
I-55	52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR/1984
I-56	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
I-57	252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-	MAR/1999
1 37	DFARS	RELATED FELONIES	MAIC/ 1999
I-58	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
1 30	DFARS	CONTROL OF GOVERNMENT FERDONNEL WORK FRODUCT	AFR/1002
I-59		DECLITED CENTRAL COMPRACTOR RECTORDATION	NOV / 2001
1-39	252.204-7004	REQUIRED CENTRAL CONTRACTOR REGISTRATION	NOV/2001
T 60	DFARS	DROUTGION OF INFORMATION TO GOODERATIVE AGREEMENT HOLDERG	DEG /1001
I-60	252.205-7000	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	DEC/1991
T 61	DFARS	AGOVITATION TRON CURGOVERN CHORGE CURTICUE HO ON CITE INCREGATION INVERN	37077 / 1 0 0 F
I-61	252.209-7000	ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER	NOV/1995
- 60	DFARS	THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY	
I-62	252.215-7000	PRICING ADJUSTMENTS	DEC/1991
	DFARS		
I-63	252.215-7002	COST ESTIMATING SYSTEM REQUIREMENTS	OCT/1998
	DFARS		
I-64	252.219-7003	SMALL, SMALL DISADVANTAGED, AND WOMEN-OWNED SMALL BUSINESS	APR/1996
	DFARS	SUBCONTRACTING PLAN (DOD CONTRACTS)	
I-65	252.225-7001	BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM	MAR/1998
	DFARS		
I-66	252.225-7002	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	DEC/1991
	DFARS		
I-67	252.225-7009	DUTY-FREE ENTRYQUALIFYING COUNTRY SUPPLIES (END PRODUCTS AND	AUG/2000
	DFARS	COMPONENTS)	
I-68	252.225-7010	DUTY-FREE ENTRY ADDITIONAL PROVISIONS	AUG/2000
	DFARS		
I-69	252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	APR/2002
	DFARS		
I-70	252.225-7014	PREFERENCE FOR DOMESTIC SPECIALTY METALS - ALTERNATE I	MAR/1998
	DFARS		
I-71	252.225-7016	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS	DEC/2000
	DFARS		
I-72	252.225-7025	RESTRICTION ON ACQUISITION OF FORGINGS	JUN/1997
	DFARS		
I-73	252.225-7026	REPORTING OF CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES	JUN/2000
	DFARS		
I-74	252.225-7031	SECONDARY ARAB BOYCOTT OF ISRAEL	JUN/1992
	DFARS		
I-75	252.226-7001	UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC	SEP/2001
	DFARS	ENTERPRISES-DOD CONTRACTS	
I-76	252.231-7000	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
	DFARS		
I-77	252.242-7000	POSTAWARD CONFERENCE	DEC/1991
	DFARS		
I-78	252.242-7003	APPLICATION FOR U.S. GOVERNMENT SHIPPING	DEC/1991
	DFARS		
I-79	252.243-7001	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
	DFARS		
I-80	252.243-7002	REQUESTS FOR EQUITABLE ADJUSTMENT	MAR/1998
	DFARS		
I-81	252.244-7000	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DOD	MAR/2000
	DFARS	CONTRACTS)	
I-82	252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	DEC/1991

Reference No. of Document Being Continued

PIIN/SIIN DAAE20-03-C-0053

MOD/AMD

Page 19 of 25

Name of Offeror or Contractor: CADILLAC GAGE TEXTRON

	Regulatory Cite	Title	Date
I-83	DFARS 252.249-7002 DFARS	NOTIFICATION OF ANTICIPATED CONTRACT TERMINATION OR REDUCTION	DEC/1996
I-84	52.217-6	EVALUATED OPTION FOR INCREASED QUANTITY	MAR/1990

- a. This solicitation includes an evaluated option (See Section ${\tt M}$).
- b. The Government reserves the right to increase the quantity of item(s) 0001 by a quantity of up to and including but not exceeding 100 percent as an evaluated option at the price(s) quoted below.
- c. If the Contractor does not quote a price hereunder, the lowest price offered/bid in the Schedule for item(s) 0001 shall be the price used for evaluation/award of any option quantities. All evaluation factors identified in the solicitation, except F.O.B. origin transportation costs, will be applied to the option quantity for evaluation purposes.
- d. The Contracting Officer may exercise the evaluated option at any time preceding 365 calendar days after award by giving written notice to the Contractor.
- e. Delivery of the items added by exercise of this option shall continue immediately after, and at the same rate as delivery of like items called for under the contract, unless the parties agree otherwise.
 - f. Subject to the limitations contained in this clause, the Government may exercise this option on one or more occasions.
 - g. Offered Unit Prices for the Option Quantities are:

<u>Unit Price</u>

Evaluated Option (F.O.B. Origin)

CLTN 0001

Varying prices may be offered for the option quantities actually ordered and the dates when ordered. In as much as the unit price for the basic quantity may contain starting, load, testing, tooling, transportation or other costs not applicable to option quantities, offerors are requested to take these factors into consideration while setting forth the unit price(s) for the option quantities. The option price is expected (but not required) to be lower than the unit price for the initial quantity.

(End of Clause)

(IF6080)

T-85 52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT

JUL/1995

- (a) Except as provided in (b) below, the Contractor shall not enter into any agreement with an actual or prospective subcontractor, nor otherwise act in any manner, which has or may have the effect of restricting sales by such subcontractors directly to the Government of any item or process (including computer software) made or furnished by the subcontractor under this contract or under any follow-on production contract.
- (b) The prohibition in (a) above does not preclude the Contractor from asserting rights that are otherwise authorized by law or regulation.
- (c) The Contractor agrees to incorporate the substance of this clause, including this paragraph (c), in all subcontracts under this contract which exceed \$100,000.

(End of Clause)

(IF7210)

I-86 52.203-7 ANTI-KICKBACK PROCEDURES

Reference No. of Document Being Continued

MOD/AMD

PIIN/SIIN DAAE20-03-C-0053

Page 20 of 25

Name of Offeror or Contractor: CADILLAC GAGE TEXTRON

CONTINUATION SHEET

(a) Definitions.

Kickback, as used in this clause, means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided, directly or indirectly, to any prime Contractor, prime Contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a subcontract relating to a prime contract.

Person, as used in this clause, means a corporation, partnership, business association of any kind, trust, joint-stock company, or individual.

Prime contract, as used in this clause, means a contract or contractual action entered into by the United States for the purpose of obtaining supplies, materials, equipment, or services of any kind.

Prime Contractor, as used in this clause, means a person who has entered into a prime contract with the United States.

Prime Contractor employee, as used in this clause, means any officer, partner, employee, or agent of a prime Contractor.

Subcontract, as used in this clause, means a contract or contractual action entered into by a prime Contractor or subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind under a prime contract.

Subcontractor, as used in this clause (1) means any person, other than the prime Contractor, who offers to furnish or furnishes any supplies, materials, equipment, or services of any kind under a prime contract or a subcontract entered into in connection with such prime contract, and (2) includes any person who offers to furnish or furnishes general supplies to the prime Contractor or a higher tier subcontractor.

Subcontractor employee, as used in this clause, means any officer, partner, employee, or agent of a subcontractor.

- (b) The Anti-Kickback of 1986 (41 U.S.C. 51.58) (the Act), prohibits any person from--
 - (1) Providing or attempting to provide or offering to provide any kickback;
 - (2) Soliciting, accepting, or attempting to accept any kickback; or
- (3) Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Contractor to the United States or in the contract price charged by a subcontractor to a prime Contractor or higher tier subcontractor.
- (c)(1) The Contractor shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in paragraph (b) of this clause in its own operations and direct business relationships.
- (2) When the Contractor has reasonable grounds to believe that a violation described in paragraph (b) of this clause may have occurred, the Contractor shall promptly report in writing the possible violation. Such reports shall be made to the inspector general of the contracting agency, the head of the contracting agency if the agency does not have an inspector general, or the Department of
- (3) The Contractor shall cooperate fully with any Federal agency investigating a possible violation described in paragraph (b) of this clause.
- (4) The Contracting Officer may (i) offset the amount of the kickback against any monies owed by the United States under the prime contract and/or (ii) direct that Prime Contractor withhold from sums owed a subcontractor under the prime contract the amount of the kickback. The Contracting Officer may order that monies withheld under subdivision (c)(4)(ii) of this clause be paid over to the Government unless the Government has already offset those monies under subdivision (c)(4)(i) of this clause. In either case, the Prime Contractor shall notify the Contracting Officer when the monies are withheld.
- (5) The Contractor agrees to incorporate the substance of this clause, including subparagraph (c)(5) but excepting subparagraph (c)(1), in all subcontracts under this contract which exceed \$100,000.

(End of Clause)

(IF7211)

Reference No. of Document Being Continued

PIIN/SIIN DAAE20-03-C-0053

MOD/AMD

Name of Offeror or Contractor: CADILLAC GAGE TEXTRON

(a) The Government suspends or debars Contractors to protect the Government's interests. The Contractor shall not enter into any subcontract in excess of the small purchase limitation at FAR 13.000 with a Contractor that is debarred, suspended, or proposed for debarment unless there is a compelling reason to do so.

- (b) The Contractor shall require each proposed first-tier subcontractor, whose subcontract will exceed the small purchase limitation at FAR 13.000, to disclose to the Contractor, in writing whether as of the time of award of the subcontract, the subcontractor, or its principals is or is not debarred, suspended, or proposed for debarment by the Federal Government.
- (c) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is debarred, suspended, or proposed for debarment (see FAR 9.404 for information on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs). The notice must include the following:
 - (1) The name of the subcontractor.
- (2) The Contractor's knowledge of the reasons for the subcontractor being on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.
- (3) The compelling reason(s) for doing business with the subcontractor notwithstanding its inclusion on the List of Parties Excluded From Federal Procurement Nonprocurement Programs.
- (4) The systems and procedures the Contractor has established to ensure that it is fully protecting the Government's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, or proposed debarment.

(End of Clause)

(IF7212)

I-88 52.215-8 ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT

OCT/1997

Page 21 of 25

Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order: (a) the Schedule (excluding the specifications); (b) representations and other instructions; (c) contract clauses; (d) other documents, exhibits, and attachments; and (e) the specifications.

NOTE: The Order of Precedence within the specifications (paragraph (e) above) is: (1) Detailed specifications (including gage designs) for item(s) being procured; (2) Detailed specifications for material or operations; (3) General Specifications for class or items, and (4) General Specifications for class of materials.

(End of Clause)

(IF7003)

I-89 52.222-20 WALSH-HEALEY PUBLIC CONTRACTS ACT

DEC/1996

- (a) All stipulations required by the Act and regulations issued by the Secretary of Labor (41 CFR Chapter 50) are incorporated by reference. These stipulations are subject to all applicable rulings and interpretations of the Secretary of Labor that are now, or may hereafter, be in effect.
- (b) All employees whose work relates to this contract shall be paid not less than the minimum wage prescribed by regulations issued by the Secretary of Labor (41 CFR 50-202.2). Learners, student learners, apprentices, and handicapped workers may be employed at less than the prescribed minimum wage (see 41 CFR 50-202.3) to the same extent that such employment is permitted under Section 14 of the Fair Labor Standards Act (41 U.S.C. 40).

(End of clause)

(IF7114)

I-90 52.227-1 AUTHORIZATION AND CONSENT

JUL/1995

(a) The Government authorizes and consents to all use and manufacture, in performing this contract or any subcontract at any tier,

Reference No. of Document Being Continued

PIIN/SIIN DAAE20-03-C-0053

MOD/AMD

Page 22 of 25

Name of Offeror or Contractor: CADILLAC GAGE TEXTRON

of any invention described in and covered by a United States patent (1) embodied in the structure or composition of any article the delivery of which is accepted by the Government under this contract or (2) used in machinery, tools, or methods whose use necessarily results from compliance by the Contractor or a subcontractor with (i) specifications or written provisions forming a part of this contract or (ii) specific written instructions given by the Contracting Officer directing the manner of performance. The entire liability to the Government for infringement of a patent of the United States shall be determined solely by the provisions of the indemnity clause, if any, included in this contract or any subcontract hereunder (including any lower-tier subcontract), and the Government assumes liability for all other infringement to the extent of the authorization and consent hereinabove granted.

(b) The Contractor agrees to include, and require inclusion of, this clause, suitably modified to identify the parties, in all subcontracts at any tier for supplies or services (including construction, architect-engineer services, and materials, supplies, models, samples, and design or testing services expected to exceed the simplified acquisition threshold); however, omission of this clause from any subcontract, including those at or below the simplified acquisition threshold, does not affect this authorization and consent.

(End of Clause)

(IF7220)

I-91 52.242-12

REPORT OF SHIPMENT (RESHIP)

JUL/1995

Unless otherwise directed by the Contracting Officer, the Contractor shall send a prepaid notice of shipment to the consignee transportation officer for all shipments of classified material, protected sensitive, and protected controlled material; explosives and poisons, classes A and B; radioactive materials requiring the use of a III bar label; or when a truckload/carload shipment of supplies weighing 20,000 pounds or more, or a shipment of less weight that occupies the full visible capacity of a railway car or motor vehicle, is given to any carrier (common, contract or private) for transportation to a domestic (i.e., within the United States excluding Alaska or Hawaii, or if shipment originates in Alaska or Hawaii within Alaska or Hawaii, respectively) destination (other than a port for export). The notice shall be transmitted by rapid means to be received by the consignee transportation officer at least 24 hours before the arrival of the shipment. The Government bill of lading, commercial bill of lading or letter or other document that contains all of the following shall be addressed and sent promptly to the receiving transportation officer. This document shall be prominently identified by the Contractor as being a ''Report of Shipment'' or ''RESHIP FOR T.O.''

Message Example:

REPSHIP FOR T.O. 81 JUN 01

TRANSPORTATION OFFICER

DEFENSE DEPOT, MEMPHIS, TENN.

SHIPPED YOUR DEPOT 1981 JUN 1 540 CTNS MENS COTTON TROUSERS, 30,240 LB, 1728 CUBE, VIA XX-YY*

IN CAR NO.XX 123456**-GBL***-C98000031****CONTRACT DLA....ETA****-JUNE 5 JONES & CO., JERSEY CITY, N.J.

*Name of rail carrier, trucker, or other carrier.

- **Vehicle identification.
- ***Government bill of lading.
- ****If not shipped by GBL, identify lading document and state whether by paid by contractor.
- *****Estimated time of arrival.

(End of Clause)

(IF7221)

Reference No. of Document Being Continued

PIIN/SIIN DAAE20-03-C-0053

MOD/AMD

Page 23 of 25

Name of Offeror or Contractor:	CADILLAC	GAGE	TEXTRON
--------------------------------	----------	------	---------

I-92 52.252-0

AUTHORIZED DEVIATIONS IN CLAUSES

APR/1984

- (a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the date of the clause.
- (b) The use in this solicitation or contract of any DOD FAR SUPPLEMENT (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the name of the regulation.

(End of clause)

(IF7016)

- I-93 252.211-7005 SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS OCT/2001
- (a) <u>Definition</u>. ''SPI process,'' as used in this clause, means a management or manufacturing process that has been accepted previously by the department of defense under the Single Process Initiative (SPI) for use in lieu of specific military or Federal specification or standard at specific facilities. Under SPI, these processes are reviewed and accepted by a Management Council, which includes representatives from the Defense Contract Management Agency, the Defense Contract Audit Agency, and the military departments.
- (b) Offerors are encouraged to propose SPI process in lieu of military or Federal specifications and standards cited in the solicitation. A listing of SPI process accepted at specific facilities is available via the Internet in Excel format at http://www.dcma.mil/onebook/0.0/0.2/reports/modified/xls.
- (c) An offeror proposing to use an SPI process in lieu of military or Federal specifications or standard cited in the solicitation shall--
 - (1) Identify the specific military or Federal specification or standard for which the SPI process has been accepted,
- (2) identify each facility at which the offeror proposed to use the specific SPI process in lieu of military or Federal specifications or standards cited in the solicitation;
 - (3) Identify the contract line items, subline items, components, or elements affected by the SPI process; and
- (4) If the proposed SPI process has been accepted at the facility at which it is proposed for use, but is not yet listed at the Internet site specified in paragraph (b) of this clause, submit documentation of Department of Defense acceptance of the SPI process.
- (d) Absent a determination that an SPI process is not acceptable for this procurement, the Contractor shall use the following SPI processes in lieu of military or Federal specifications or standards:

(Offeror insert information for each SPI process)

SPI Process:
Facility:
Military or Federal Specification or Standard:
Affected Contract Line Item Number, Subline Item Number, Component, or Element:

- (e) If a prospective offeror wishes to obtain, prior to the time specified for receipt of offers, verification that an SPI process is lan acceptable replacement for military or Federal specifications or standards required by the solicitation, the prospective offeror -
- (1) May submit the information required by paragraph (d) of this clause to the Contracting Officer prior to submission of an offer; but
- (2) Must submit the information to the Contracting Officer at least 10 working days prior to the date specified for receipt of offers.

(End of Clause)

(IA7009)

Reference No. of Document Being Continued Page 24 of 25 **CONTINUATION SHEET** PIIN/SIIN DAAE20-03-C-0053 MOD/AMD

Name of Offeror or Contractor: CADILLAC GAGE TEXTRON

Reference No. of Document Being Continued

PIIN/SIIN DAAE20-03-C-0053

MOD/AMD

Page 25 of 25

Name of Offeror or Contractor: CADILLAC GAGE TEXTRON

SECTION J - LIST OF ATTACHMENTS

List of			Number	
Addenda	Title	Date	of Pages	Transmitted By
Exhibit A	CONTRACT DATA REQUIREMENTS LIST (CDRL) DD FORM 1423	28-JAN-2002	002	
Attachment 001	DOCUMENT SUMMARY LIST		001	
Attachment 002	SUBCONTRACTING PLAN FOR SMALL BUSINESS, SMALL DISADVANTAGED		006	
	BUSINESS CONCERNS, AND WOMAN-OWNED BUSINESS CONCERNS			

The following documents are hereby attached by reference and form a part of this acquisition. These documents are available in electronic format on the internet at http://aais.ria.army.mil/aais/SOLINFO/index.htm. Vendors should ensure that they have the correct revisions in their possession prior to submitting a bid proposal/quote.

List of <u>Addenda</u>	<u>Title</u>	<u>Date</u>	Number of Pages
Attachment 1A	Instructions for Completing DD Form 1423	JUN 90	1 Pg
Attachment 2A	IOC Form 715-3	FEB 96	2 Pgs
Attachment 3A	AMCCOM Form 71-R	01OCT88	2 Pgs
Attachment 4A	Guidance on Documentation of Contract Data Requirements List (CDRL)		2 Pgs
Attachment 5A	Disclosure of Lobbying Activities (SF-LLL)		3 Pgs
Attachment 6A	Data Delivery Description - Engineering Change Proposal	JUL 01	9 Pgs
Attachment 7A	Data Delivery Description - Notice of Revision	JUL 01	2 Pgs
Attachment 8A	Data Delivery Description - Request for Deviation	JUL 01	4 Pgs

(End of Clause)

(JS7001)